BILLS AND NOTES—EXTENSION OF TIME OF PAYMENT—RELEASE OF LIEN OF TRUST DEED.—A trust deed upon certain premises was given by a third person to secure the payment of a promissory note. An indorsement on the note showed that interest in advance and beyond the date upon which the note was due had been paid. Upon suit to foreclose the trust deed the defense was that the premises were released from the lien of the trust deed. *Held,* that such indorsement alone does not show such an agreement as to release the surety. *Prussing et al.* v. *Lancaster et al.* (1908), — Ill. —, 84 N. E. 1062.

Payment of interest in advance is a good consideration for an agreement to extend the time of payment of a note. *Maher* v. *Lanfrom,* 86 Ill. 513; *Williams* v. *Scott,* 83 Ind. 405; *First National Bank of Victoria* v. *Skidmore,* — Tex. Civ. App. —, 30 S. W. 564; *American National Bank* v. *Love,* 62 Mo. App. 378. Agreement to extend the time of payment of a note, for the payment of which defendant is surety, will release the surety when such agreement is made without the surety's assent. *Williams* v. *Scott,* supra; *Wright* v. *Bartlett,* 43 N. H. 548. The payment of interest on a note up to the day it is paid at a greater rate of interest than the party is legally bound to pay, without any other proof, does not show an agreement to extend the time of payment so as to release a surety. *Stearns* v. *Sweet,* 78 Ill. 446. Acceptance of interest in advance, after maturity of a note without agreement to extend time of payment, will not discharge the surety. *Card* v. *Neff,* 39 Ohio St. 607; *American National Bank* v. *Love,* supra; *Haydenville Savings Bank* v. *Parsons,* 138 Mass. 53; a *fortiori,* when the payee of the note does not know that it is advance interest which he is accepting. *McClassen* v. *Tyrrell,* 44 Pac. 1088. But decisions are not uniform upon these rules. One supreme court saying, "from the payment of interest in advance by the maker to the holder of a promissory note, whether at the rate specified in the note or at a higher rate, and the receipt thereof by the holder as interest, an agreement is implied to extend the time of payment during the time for which the interest is thus paid, so as to discharge the surety. *Jarvis* v. *Hyatt,* 43 Ind. 163. Such extension must be made upon a valid consideration. *Durbin* v. *Northwestern Scraper Co.,* 36 Ind. App. 128, else the sureties will not be discharged. *Abel* v. *Alexander,* 45 Ind. 523. The question in many of the cases is as to the sufficiency of the evidence to prove the agreement of extension of time of payment. *American National Bank* v. *Love,* supra; *Dyar* v. *Shenkberg,* 93 Ia. 154; *Gard* v. *Neff,* supra. A mere indorsement of payment of interest on the back of the note is not alone sufficient to establish the agreement to extend the time, and in order that the surety be released it is necessary to show an express agreement to which the surety did not assent, or a payment of interest to which the surety objected. *Prussing* v. *Lancaster,* principal case.

CARRIERS—ERROR IN TICKET—EJECTION OF PASSENGER.—Plaintiff purchased a mileage book from the defendant's ticket agent, limited to the use of the purchaser. Before the name thereon was printed a capital "M," to be fol-

lowed by "r," "rs," or "iss," as occasion demanded. The agent inadvertently added "r" instead of "rs." The ticket was refused and plaintiff ejected. It was subsequently presented to the same conductor, and the plaintiff again ejected. The evidence showed that both the officers of the company and the conductor knew at the time of the second expulsion that the plaintiff was the owner of the ticket. *Held,* plaintiff could recover. *Parish* v. *Ulster & D. R. Co.* (1908), — N. Y. —, 85 N. E. 153.

In the Appellate Division the defendant had the judgment on the ground that, unless the book on its face authorized the plaintiff to ride, the conductor was justified in ejecting her. This was based on *Monnier* v. *N. Y. Cent. & H. R. R. R. Co.,* 175 N. Y. 281. But, as is pointed out, the *Monnier* case is based on very different grounds. In that case neither the conductor nor the officers were shown to have had knowledge of the plaintiff's right to ride. The court there said: "The conductor cannot decide from the statement of a passenger or his neighbor what the facts are which affect the operation of the rules. This * * * would expose the company to numerous and constant frauds." This reasoning is not applicable to the principal case, in which the conductor knew the facts, and hence there could be no exposure to fraud. The weight of authority supports the view that, as between the conductor and passenger, a ticket insufficient on its face is conclusive as to the passenger's right to ride. *Thomas* v. *Railway Co.,* 72 Mich. 355; *Cheney* v. *Railroad,* 11 Metc. (Mass.) 121; *Yorton* v. *Railway Co.,* 54 Wis. 234; *Wiggins* v. *King,* 91 Hun 340; *Brown* v. *Railway Co.,* 134 Mich. 591; Contra. *Maroney* v. *Old Colony & N. Ry. Co.,* 106 Mass. 153; *Murdock* v. *Boston & A. R. R. Co.,* 137 Mass. 293; *R. R. Co.* v. *Fix,* 88 Ind. 381; *Penna. Co.* v. *Lenhart,* 120 Fed. 61; *Erie R. Co.* v. *Littell,* 128 Fed. 546. The rule is based on the sound reasoning that the conductor, not being in a position to decide, the passenger can pay his fare and then recover, and that a contrary holding would open the door to much fraud. However this may be, where the circumstances raise a strong probability of error, or the conductor has knowledge of the error of the ticket agent, the ejection is wrongful. *R. R. Co.* v. *Winter's Admr.,* 143 U. S. 60. The purpose of the rule is to protect the railroad company, and when the reason fails the rule must remain inoperative. The spirit and reason of the rule demand this qualification upon it as made in the principal case.

CARRIERS—FREE PASS WITHIN STATUTORY PROHIBITION.—A railroad contracted with the defendant, a physician, for professional services, to be rendered when requested. By the terms of the contract, the defendant was to receive $25 per month, and an annual pass over the railroad. Defendant was prosecuted for a violation of chapter 93, page 342, Laws of Neb. 1907, making it a penal offense for any person to accept or use any "free pass, free ticket, or free transportation in any form for the transportation of any passenger." *Held,* that the pass was a mere gratuity and the acceptance and use by the defendant were within the statute. *State* v. *Martyn* (1908), — Neb. —, 117 N. W. 719.